

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
NAVAJO COUNTY

ECS;JPA#:92-02
AG Cont#: KR92-1209-TRN
Proj#: H3192 01C
Section: Navajo County

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and NAVAJO COUNTY hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in NAVAJO COUNTY. This work shall consist of the installation of new traffic signals at the following location:

SR 260 at Jct Show Low Lake Road/Cub Lake Road

MP 345.60 - NAVAJO COUNTY

NOTED WITH PEOPLE'S VOICE OF CIVIL

NOW, THEREFORE, in consideration of the mutual covenants herinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of the traffic signals and/or highway lighting on SR 260 at Jct Show Low Lake Road/Cub Lake Road in Navajo County.
2. The STATE will be responsible for any contractor claims for extra compensation attributable to STATE.
3. The COUNTY, upon completion of the work shall reimburse the STATE for 25% of the final construction and engineering costs at SR 260 at Jct Show Low Lake Road/Cub Lake Road MP 345.60, not to exceed \$25,000 for its share of the cost of the work.
4. The COUNTY will be responsible for any contractor claims for extra compensation attributable to the COUNTY.
5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals and/or highway lighting are complete, in place, and functional.
6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.
7. The Provisions of A.R.S. §35-214 are applicable to this Agreement.
8. COUNTY and STATE do not contemplate that a separate budget is necessary for this Agreement. COUNTY and STATE will maintain their own budgets and represent that they have funding allocated for the Agreement. The STATE shall be the sole owner of the property acquired under this Agreement, and COUNTY shall have no

responsibility for the operation or maintenance of the property. The COUNTY shall also not be liable for any claim, injury, responsibility, or obligation resulting from operation or maintenance of the traffic signals.

9. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

10. Attached to this Agreement and incorporated herein by reference is Exhibits "B" and "C" which are a copy of the written determinations of the appropriate attorneys that STATE and the COUNTY are authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

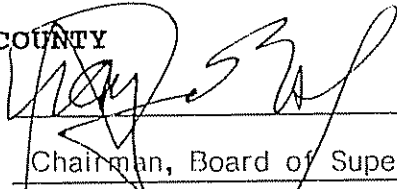

State Traffic Engineer

DATE:

Feb 18, 1992

NAVAJO COUNTY

BY:



TITLE:

Chairman, Board of Supervisors

DATE:

February 3, 1992

DISTRICT I
PERCY DEAL
P O Box 365
ORAIBI AZ 86039
PHONE 725-3460

DISTRICT II
DAVID J TSOSIE
Box 1007
KEAMS CANYON AZ 86034

DISTRICT III
MARLIN F GILLESPIE
216 ENCANTO DR
HOLBROOK AZ 86025
PHONE 524-3041

DISTRICT IV
PETE SHUMWAY
P O Box 161
TAYLOR AZ 85939
PHONE 536-4060

DISTRICT V
LARRY A. LAYTON
HC 62 BOX 6450
PINETOP AZ 85935
RES 367-2551

BOARD OF SUPERVISORS

NAVAJO COUNTY
GOVERNMENTAL CENTER
P O Box 668
HOLBROOK AZ 86025
PHONE (602) 524-6161

EDWARD J KOURY
COUNTY MANAGER

SHARON R KEENE
CLERK OF THE BOARD

E X H I B I T A

Resolution No. 15-92

*RESOLUTION OF THE NAVAJO COUNTY
BOARD OF SUPERVISORS SUPPORTING
THE ARIZONA DEPARTMENT OF TRANSPORTATION'S
INSTALLATION OF A TRAFFIC SIGNAL AT
CUB LAKE ROAD AND STATE ROUTE 260*

WHEREAS, the Arizona Department of Transportation has found it necessary and desirable that certain improvements be made on the State Highway System within Navajo County; and

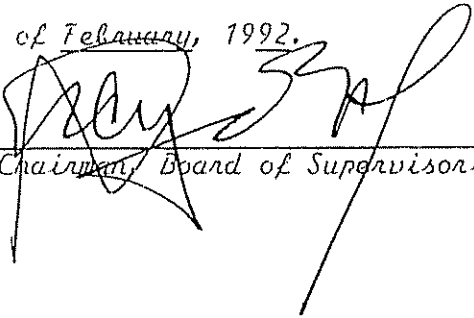
WHEREAS, said improvements include installation of a traffic signal on State Route 260 at the intersection of Navajo County Cub Lake Road and Show Low Lake Road (as owned by the City of Show Low); and

WHEREAS, subject improvements have been justified by a signal warrant study; and

WHEREAS, Navajo County also desires improved road safety when its road system adjoins with the State Highway System; now

THEREFORE, BE IT RESOLVED That the Navajo County Board of Supervisors is empowered by A.R.S. §11-251 to enter into this Agreement with the State of Arizona supporting the installation of a traffic signal at Cub Lake Road and authorizes its Chairman to sign said Agreement.

APPROVED and DATED this 11th day of February, 1992.


Chairman, Board of Supervisors

ATTEST:

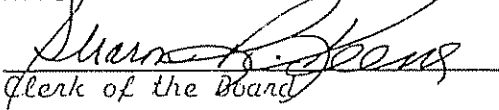

Clerk of the Board

EXHIBIT "B"
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and NAVAJO COUNTY and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 30 day of January, 19 92.

NAVAJO COUNTY

BY: 

County Attorney

CONSTRUCTION - TRAFFIC SIGNALS

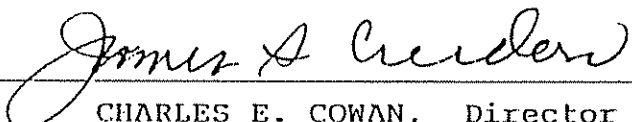
Project No. 260 NA 345 H3192 01C (F-044-1-513)

SR 260 at Jct Show Low Lake Road/Cub Lake Road

NAVAJO COUNTY

RESOLUTION

BE IT RESOLVED on this 6 day of Jan, 1992, that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with NAVAJO COUNTY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. NAVAJO COUNTY shall reimburse the STATE for 25% of the final construction and engineering costs not to exceed \$25,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.


CHARLES E. COWAN, Director
ARIZONA DEPARTMENT OF TRANSPORTATION



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT

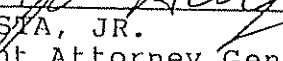
DETERMINATION

A. G. Contract No. KR92-1209-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13 day of July, 1992.

GRANT WOODS
Attorney General



JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section